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## *Attorneys for Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:

## **PG&E CORPORATION,**

- and -

**PACIFIC GAS AND ELECTRIC COMPANY,  
Debtors**

- Affects PG&E Corporation
  - Affects Pacific Gas and Electric Company
  - Affects both Debtors

\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).

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Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**AMENDED STIPULATION  
ENLARGING TIME FOR  
ACWA/JPIA TO FILE PROOF OF  
CLAIM [SUPERSEDES DKT NO.  
6025]**

Related Dkt. Nos. 5215-5217, 5831

[No Hearing Requested]

1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”), as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-  
3 captioned cases (the “**Chapter 11 Cases**”), and the Association of California Water Agencies  
4 Joint Powers Insurance Authority (the “**ACWA/JPIA**”), by and through their respective counsel,  
5 hereby submit this amended stipulation (the “**Stipulation**”) for an order enlarging the time for the  
6 ACWA/JPIA to file a claim in the Chapter 11 Cases as set forth herein. The Debtors and the  
7 ACWA/JPIA are referred to in this Stipulation collectively as the “**Parties**,” and each as a “**Party**.  
8 The Parties hereby stipulate and agree as follows:

9 **RECITALS**

10 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these Chapter  
11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
12 “**Bankruptcy Court**”).

13 B. By Order dated July 1, 2019 [Docket No. 2806] (the “**Bar Date Order**”), the  
14 Bankruptcy Court set October 21, 2019 at 5:00 p.m. (Prevailing pacific Time) (the “**Bar Date**”) as  
15 the deadline in these Chapter 11 Cases for filing proofs of claim in respect of any of prepetition  
16 claim (as defined in section 101(5) of the Bankruptcy Code) against either of the Debtors,  
17 including all claims of Fire Claimants,<sup>1</sup> Wildfire Subrogation Claimants, Governmental Units (as  
18 defined in section 101(27) of the Bankruptcy Code), and Customers, and for the avoidance of  
19 doubt, including all secured claims and priority claims.

20 C. On December 27, 2019, the ACWA/JPIA filed the *Motion Pursuant to Fed. R.  
21 Bankr. P. 9006(l) to Enlarge the Time for ACWA/JPIA to File a Proof of Claim* [Dkt. No. 5215]  
22 (the “**Motion**”), in which the ACWA/JPIA asserts it should be permitted to file a claim in the  
23 amount of \$350,000 for damages allegedly sustained by its member, the Paradise Irrigation  
24 District, as a result of the Camp Fire in November 2018 (the “**Asserted Claim**”). The Motion is  
25 set for hearing on March 10, 2020 (the “**Hearing**”). See Dkt. No. 5831.

26  
27 <sup>1</sup> Capitalized terms used but not otherwise herein defined have the meanings ascribed to such  
terms in the Bar Date Order.  
28

1           D. On December 31, 2019, the ACWA/JPIA filed Proof of Claim No. 92613 on account  
2 of the Asserted Claim that is the subject of the Motion (the “**Proof of Claim**”).

3           E. The Debtors have raised with the ACWA/JPIA certain informal objections to the  
4 relief requested in the Motion.

5           F. The Parties hereto desire to resolve their issues regarding the Motion.

6           G. The Official Committee of Unsecured Creditors and the Ad Hoc Group of  
7 Subrogation Claim Holders have each reviewed the Stipulation and have no objection to the  
8 agreements set forth herein or to entry of an Order approving the terms of the Stipulation.

9           **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE  
10 INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS  
11 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT  
TO ORDER, THAT:**

12           1. The Proof of Claim shall be deemed timely filed.

13           2. Nothing herein is intended to, nor shall it be construed to be, a waiver by the Debtors  
14 or any other party in interest of any right to (i) object to the Asserted Claim or the Proof of Claim on  
15 any grounds other than the untimely filing thereof, or (ii) seek to reclassify the Proof of Claim.

16           3. Nothing herein is intended to, nor shall it be construed to be, a waiver by  
17 ACWA/JPIA of its right to seek to reclassify the Proof of Claim or to assert any other right in  
18 contravention or in opposition of any asserted challenge to the Proof of Claim.

19           4. The Proof of Claim may not be amended or modified to claim, assert, or otherwise  
20 seek recovery for any amounts in excess of \$350,000.

21           5. Nothing herein shall affect the rights of the Parties or of any other party in interest  
22 with respect to any other proofs of claim by filed the ACWA/JPIA.

23           6. Upon entry of an Order approving the Stipulation, the Motion shall be deemed  
24 withdrawn and the Hearing vacated.

25           7. In the event that the terms of this Stipulation are not approved by the Bankruptcy  
26 Court, it shall be null and void and have no force or effect and the Parties agree that, in such  
27 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

1       8. This Stipulation shall be binding on the Parties and each of their successors in  
2 interest.

3       9. This Stipulation shall constitute the entire agreement and understanding of the Parties  
4 relating to the subject matter hereof and supersede all prior agreements and understandings relating  
5 to the subject matter hereof.

6       10. This Stipulation may be executed in counterparts, each of which shall be deemed an  
7 original but all of which together shall constitute one and the same agreement.

8       11. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
9 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

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11                   *[Remainder of Page Intentionally Left Blank]*  
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1 Dated: March 4, 2020  
2 WEIL GOTSHAL & MANGES LLP  
3  
4 */s/ Matthew Goren*  
5 Matthew Goren, Esq.  
6 *Attorneys for Debtors  
and Debtors in Possession*  
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Dated: March 4, 2020  
STUTZMAN, BROMBERG, ESSERMAN &  
PLIFKA, P.C.  
  
*/s/ Sander L. Esserman*  
Sander L. Esserman  
*Attorneys for Association of California Water  
Agencies Joint Powers Insurance Authority*